

Cedar Co.

UE #893 (Roads)

7/1/2004 6/30/2007

AGREEMENT

Between

**CEDAR COUNTY SECONDARY ROAD
DEPARTMENT**

And

**CEDAR COUNTY
SECONDARY ROAD EMPLOYEES
UE LOCAL 893
IOWA UNITED PROFESSIONALS**

July 1, 2004 to June 30, 2007

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AGREEMENT

THIS AGREEMENT entered into this 1st day of July, 2004 by and between CEDAR COUNTY IOWA SECONDARY ROADS DEPARTMENT hereinafter referred to as the "Employer", and UE LOCAL 893, IOWA UNITED PROFESSIONALS, hereinafter called the "Union", represents the complete and final agreement on all bargainable issues between the Employer and the Union. Throughout this Agreement, wherever the word "Act" appears, this refers to the Iowa Public Employment Relations Act.

ARTICLE 1 RECOGNITION

The Employer hereby recognizes the Union as the exclusive bargaining representative for wages, hours and other terms and conditions of employment permitted by the Act for all employees of the Cedar County Secondary Road Department, including all regular full-time maintenance employees of the Cedar County Secondary Roads Department, including Maintenance Worker I and II, Mechanics I and II, Mechanic Aide, Crew Leader, Maintenance/Engineering Aide, Engineering Aide and Engineering Tech I, II as set forth in the Iowa Public Employment Relations Board Order of Certification Case No. 3725, dated January 5, 1989, which excludes the County Engineer, Engineering Assistant, Maintenance Superintendent, Administrative Assistant, Administrative Manager, Maintenance Foreman, Shop Foreman, part-time, advisory, temporary, seasonal, confidential office or clerical employees, Transfer Station Operators, and all other employees excluded by Section 4 of the Public Employment Relations Act.

The Employer and the Union agree that neither party will negotiate nor make any collective bargaining agreements covering employees in the above bargaining unit unless it is through the duly authorized representative(s) of the Employer and the Union.

ARTICLE 2 NON-DISCRIMINATION IN EMPLOYMENT

The Employer and Union agree to comply with any nondiscrimination in employment laws that are applicable.

There shall be no discrimination in employment by the Employer or the Union toward any employee because of their membership in, or non-membership in, the Union. The parties will not discriminate against an employee because of an employee's support or non-support or participation or non-participation in Union affairs and/or activities.

The Employer agrees that it will not sponsor or promote financially any group or labor organization for the purpose of undermining the Union.

All references to employees in the Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

The Employer and the Union agree to comply with the Americans With Disabilities Act.

ARTICLE 3 SEPARABILITY AND SAVINGS

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, those provisions shall be deleted. All other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 4 EMPLOYERS RIGHTS

Except as expressly abridged in this Agreement, the Employer shall have, in addition to all powers, duties, and rights established by constitutional provision, statute, ordinance, charter or special act, the exclusive power, duty and right, including but not limited to: plan, direct, and control the work of its employees; hire, promote, demote, transfer, assign and retain employees in positions within the public agency; discipline, suspend or discharge employees; to develop and enforce rules for employee discipline; maintain the efficiency of governmental operations; to schedule working hours and require overtime work; determine employee qualifications; schedule vacations; relieve employees from duties because of lack of work or for other legitimate reasons; to determine what work or services shall be purchased or performed by the unit employees, provided it is not to defeat the purpose of this Agreement; to change or eliminate existing methods, equipment or facilities; determine and implement methods, means, assignments, and personnel by which the public employer's operations are to be conducted; take such actions as may be necessary to carry out the mission of the public employer; initiate, prepare, certify and administer its budget; exercise all other powers and duties granted to the public employer by law.

ARTICLE 5 NO STRIKE - NO LOCKOUT

The parties agree to faithfully abide by the applicable provisions of the Act. Neither the Union, its officers or agents, nor any of the employees covered by the Agreement, will engage in, encourage, sanction, support, or suggest any strikes, slowdowns, picketing, boycotting, sit-ins, mass resignations, mass absenteeism, the willful absence from one's position, work stoppage, or any such related activities as covered in Section 12 of the Act.

The Employer pledges that it will not engage in a lockout during the term of this Agreement as a result of a labor dispute with the Union.

ARTICLE 6 GRIEVANCE PROCEDURES AND ARBITRATION

All matters of dispute that may arise between the Employer and an employee or employees regarding a violation of an expressed provision of this Agreement shall be adjusted in accordance with the following procedure:

Informal : An employee shall discuss a complaint or problem orally with the employee's Foreman within a three (3) workday period following its occurrence in an effort to resolve the problem in an informal manner.

Grievance Steps:

Step 1. If the oral discussion of the complaint or problem fails to resolve the matter, the aggrieved employee and/or the Union shall present a grievance in writing to the County Engineer or his designated representative within seven (7) workdays following the oral discussion. The grievance shall state the nature of the grievance, the specific clause or clauses violated, and shall state all facts and witnesses as they know them to be. Within ten (10) days after this **Step 1** meeting, the Engineer or his designated representative will answer the grievance in writing.

Step 2. Any grievance not settled in **Step 1** of the grievance procedure may be referred to arbitration, provided the referral to arbitration is in writing to the other party and is made within ten (10) workdays after the date of the Engineer's or his designated representative's answer given in **Step 1**.

All grievances must be taken up promptly and awards or settlements thereof shall in no case be made retroactive more than fourteen (14) days prior to the date on which the occurrence giving rise to the grievance was first presented in written form as provided in **Step 1** of the grievance procedure. If a grievance is not presented within the time limits specified in this Article, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limits, it shall be considered settled on the basis of the Employer's last answer. If a grievance at **Step 1** is not timely answered by the Employer, it shall automatically be referred to **Step 2**.

After either party hereto has notified the other of its referral of a case to arbitration, the parties will meet within ten (10) days after receipt by either party hereto of notice of referral of a case to arbitration to select an arbitrator or to request in writing the Federal Mediation and Conciliation Service or the American Arbitration Association to furnish a suggested list of names of seven (7) arbitrators from which list the parties shall select one (1) arbitrator. Such selection shall be by agreement, if possible; otherwise, by the parties alternately eliminating names from the list.

After each party has eliminated the names of three (3) arbitrators from the list, the arbitrator whose name remains on the list shall be accepted by both parties as the arbitrator to hear and decide the pending case.

The fees and expenses of the arbitrator will be shared jointly by the parties. Each party shall pay its own cost of preparation and presentation for arbitration. The arbitrator shall have no power to change, alter ignore, nullify, detract from or add to the provisions of this Agreement. The arbitrator's decision shall be binding on both parties.

All grievance and arbitration meetings under this Article are to be held in private and are not open to the public.

The time limits at any step in the grievance and arbitration procedure may be extended on a specific case basis, upon mutual agreement of Union and Employer.

In the event that any employee takes action on any complaint or takes action through any governmental agency regarding violations of his/ her rights, then all rights to this contractual grievance procedure shall be waived and no grievance shall be allowed regarding this issue.

Invoking of arbitration shall only be with the approval of the Employee Organization, and in the case of an employee grievance, only with approval of the public employee.

An employee may consult with a Union steward during working hours regarding a grievance by contacting the employee's supervisor. The employee's supervisor will arrange a meeting to take place during the first or last half hour of the work day. Any time spent by an employee and the steward beyond the normal work day will be without pay.

ARTICLE 7 HOURS

The purpose of the Article is intended to define the normal hours of work, and shall not be construed as a guarantee of hours of work per day or days of work per week. Determination of daily and weekly hours of work shall be made by the Employer.

Workweek. The normal workweek for regular full-time employees shall consist of five (5) eight (8) hour days. The workweek will begin at 12:01 A.M. Monday and end at 11:59 P.M. Sunday. The normal workday for the maintenance employees will be from 7:30 A.M. to 4:00 P.M., Monday through Friday, with a thirty (30) minute unpaid lunch period, which will normally be taken at or near the middle of the eight (8) hour shift. During the summer months (first Monday in May through the week after Labor Day), the Maintenance Employees will be scheduled to work four (4) ten (10) hour days. The normal workday for the Engineering staff will be from 8:00 A.M. to 4:00 P.M. All employees shall normally have a fifteen (15) minute paid rest period during each one-half (1/2) shift. The times and arrangements for lunch and rest periods may vary, depending on the nature of the work being performed and will be granted at the sole discretion of the immediate supervisor.

Overtime. All employees who work in excess of forty (40) hours in any workweek or who work on Saturday or Sunday shall be granted compensatory time off (one and one-half (1 1/2) hours off for each hour of overtime worked). At the discretion of the Engineer, employees may, in lieu of compensatory time, be paid cash for all overtime worked. If an employee is called back to

work after returning home at the end of the normal workday, he/she shall be guaranteed a minimum of one (1) hour of overtime pay. Paid leaves and vacation time shall not be counted as working time for the purpose of determining overtime. Exceptions to this rule may be granted only with the approval of the Engineer and the Board of Supervisors when the employee(s) have taken vacation or holiday leave and for the Employers convenience they have been called back to work outside of their normal schedule. Except for emergencies, any work in excess of the normal work period must be approved in advance by the employee's immediate supervisor. The Employer reserves the right to require an employee to take his/her accrued compensatory time. An employee must exhaust his/her compensatory time prior to using his/her accrued vacation and/or personal leave. Compensatory time may accumulate to one hundred twenty (120) hours maximum. Time off will be deducted from the employee's compensatory time balance until it runs out before vacation or personal time will be deducted. Compensatory time balances unused prior to the last pay period of the fiscal year will be cashed out.

Each employee's compensatory time shall be prorated at anytime they have a pay rate change.

The Employer shall continue the current practices as outlined in Section A.8 of the Policy and Procedure Memorandum.

ARTICLE 8 SENIORITY

Seniority means an employee's length of continuous full-time service with the Employer since his/her last date of hire. Employees entering the bargaining unit after July 1, 1989 shall accrue seniority for time spent in the bargaining unit. Employees who are promoted out of the bargaining unit shall accrue seniority for up to six (6) months. After six (6) months, his/her seniority will be frozen.

A new employee and any employee returning from management shall serve a probationary period of six (6) months. Upon satisfactory completion of the probationary period, the employee will be placed on the seniority list and his/her seniority will be determined from his/her date of employment. Probationary employees may be terminated, demoted, and/or laid off for any reasons during their probationary period.

An employee shall lose his/her seniority and the employment relationship shall be broken and terminated as follows:

1. An employee quits.
2. An accepted employee resignation.
3. An employee absent from work for two (2) days without notification to the Employer without valid justification.
4. Employee is terminated.
5. Falsification on employment application.
6. Giving false reason for obtaining leave of absence.
7. Employee is laid off or fails to report to work within seven (7) calendar days after

- having been recalled.
8. Failure to report for work at the end of leave of absence.
 9. An employee is absent from work for any reason for over twenty four (24) months or for a period of time equal to his/her seniority, whichever is shorter.

An employee on unpaid leave does not accumulate seniority.

The Employer shall prepare and post on bulletin boards a seniority list on July 1st each year. The list shall be updated as needed thereafter and contain each employee's name, job classification and seniority date. A copy of the list will be mailed to the Union Office.

ARTICLE 9 LAYOFFS

When the Employer determines that layoffs are necessary, those employees with the least seniority in the job classification affected will be laid off first, provided those employees retained are the most qualified to carry on the work or operation. The employee removed can then replace the least senior employee with less qualifications and ability in any lower job classification, provided they are qualified to perform the work. On recall from layoff, employees will be returned to work in the reverse order in which they were laid off, if they are qualified to perform the work available.

Except for emergencies, such as equipment breakdown or weather, a regular employee who is to be laid off for more than one (1) week will be given a five (5) day notice prior to the layoff.

No notice will be needed for layoffs of a shorter period caused by lack of work, equipment breakdown, weather, etc.

Recall shall be in reverse order of reduction if the employee is qualified to perform the work available.

While on layoff, an employee is not eligible for holidays or any other benefits. Vacations, sick leave and seniority do not accrue during a layoff.

ARTICLE 10 JOB POSTINGS

It is the policy of the County to fill job vacancies and higher rated jobs with the most qualified employee possible. All vacancies for regular full-time and regular part-time positions will be posted on employee bulletin boards for at least ten (10) workdays. Current employees will be given consideration for all vacancies. In the selection of an applicant to fill the vacancy, the Employer will consider the following:

1. Qualifications
2. Skill, ability and past performance.

3. Length of service.
4. Possible reasonable accommodation

Notification will be given to all unsuccessful bargaining unit applicants within three (3) work days following the selection.

In filling a vacancy, if all factors are equal, seniority will prevail.

The Employer at all times reserves the right to hire from outside the bargaining unit

ARTICLE 11 PROMOTION

When an employee is promoted from one job classification to another job classification having a higher wage rate, the employee will be placed on a sixty (60) calendar day trial period. Within said trial period, the employee must demonstrate that he/she meets the Employer's expectations or he/she will be removed and returned to his/her former job classification. A regular full-time employee who vacated his/her position to accept a promotion and is rejected during the trial period shall be reinstated to his/her former position with no loss of seniority or benefits. All other persons affected by this promotion, demotion and resulting vacancies will be returned to their previously held position and pay.

ARTICLE 12 WAGES

Effective July 1, 2004 all regular full-time employees will receive an increase of **thirty-five cents (\$.35)** per hour to their base salary. Effective July 1, 2005, all employees will receive an increase of **thirty-five cents (\$.35)** per hour to their base salary. Effective July 1, 2006, all employees will receive an increase of **forty-five cents (\$.45)** per hour to their base salary.

Employees classified as Maintenance Worker I shall, upon the completion of forty-eight (48) months of satisfactory service, be promoted to Maintenance Worker II Classification and pay scale.

ARTICLE 13 HOLIDAY

Regular full-time employees who have completed his/her probationary period are eligible for the following paid holidays:

1. New Year's Day
2. President's Day
3. Memorial Day
4. Independence Day
5. Labor Day
6. Veterans Day

7. Thanksgiving Day
8. Day after Thanksgiving Day
9. Christmas Eve (only if Monday through Thursday)
10. Christmas Day

All regular full-time employees shall be paid for each of the holidays set forth in this Article occurring during the period in which they are actively at work. Regular part-time employees will receive holiday pay on a pro rata basis. An employee required to work on any recognized paid holiday shall be paid in the form of compensatory time or cash at the rate of time and one-half (1 1/2) for all hours worked, plus the paid holiday at said straight time rate. The choice between compensatory time or cash will be at the discretion of the Department Head. Holiday pay will be at the normal pay for the day or week for which he/she would have been scheduled to work.

To be eligible for holiday pay, an employee must have worked his/her last full scheduled workday immediately before and his/her first full scheduled workday immediately after each holiday, with the following exceptions: an employee on sick leave would be eligible for holiday pay, provided he/she has adequate verification of the need for sick leave.

An employee on layoff or leave of absence is not eligible for holiday pay.

Paid holidays falling on Sunday will be observed on Monday, and paid holiday falling on Saturday will be observed on Friday.

ARTICLE 14 VACATION

Eligibility and Allowances. All regular full-time employees shall be eligible for vacation on their seniority dates as listed below:

| <u>Service Requirement</u> | <u>Vacation Allowance</u> |
|---|---------------------------|
| After 1 full year of continuous service | 5 working days |
| After 2 full years of continuous service | 10 working days |
| After 6 full years of continuous service | 11 working days |
| After 7 full years of continuous service | 12 working days |
| After 8 full years of continuous service | 13 working days |
| After 9 full years of continuous service | 14 working days |
| After 10 full years of continuous service | 15 working days |
| After 11 full years of continuous service | 16 working days |
| After 12 full years of continuous service | 17 working days |
| After 13 full years of continuous service | 18 working days |
| After 14 full years of continuous service | 19 working days |
| After 15 full years of continuous service | 20 working days |
| After 16 full years of continuous service | 21 working days |

A full year of service consists of at least 1700 hours (35 hour week); 1800 hours (37.5 hour

week); and 1900 hours (40 hour week). Vacations must be taken during the anniversary year; however, with the Department Head's approval, one year's vacation may be accumulated and carried over to the next year. Anniversary year is the year following the earning of said vacation time.

During the first anniversary year of employment, an employee is not eligible to earn pro rata vacation time and pay. During subsequent anniversary employment years, a regular full-time employee can earn pro-rata vacation time and pay based on straight time hours worked.

Vacation Pay. The rate of vacation pay shall be the employee's regular straight time rate of pay for the day or week for which he/she would have been regularly scheduled to work.

Choice of Vacation Period. Normally, vacation requests should be received at least thirty (30) calendar days in advance. Vacations must be approved by the department head. Vacation time will normally be scheduled in increments of five (5) scheduled workdays. Vacation may be taken in less than five (5) day increments with advance approval of the department head. The department head may require rescheduling of vacation when it is necessary for the efficient operation of the department.

Vacation Buy Back. Upon completion of two (2) years of employment, an employee will be eligible for the County to buy back up to one (1) year's vacation hours based on the current years earning rate according to the schedule set below:

| <u>Employment Years</u> | <u>Percent Buy Back</u> |
|-------------------------|-------------------------|
| 2-9 | 20% |
| 10-14 | 30% |
| 15+ | 40% |

The employee will submit an authorization for number of hours of vacation time that he/she wishes to sell back to the County on or about November 15. The County will then issue a special check for that amount on or around December 1, provided it is in conformance with applicable law, provided there are funds available to fund the buy back, and provided further the Department Head's work load allows this. In all cases, an employee must have prior written approval of the Department Head to participate in the buy back.

ARTICLE 15 LEAVES OF ABSENCE

Sick Leave. Sick leave will be granted to all regular full-time employees who have completed their probationary period on the following basis:

- a. Sick leave can be used only for bona fide sickness or non-work related accidental injury of the employee only. Sick leave may be used for medical or dental appointments of the employee which cannot be made during non-work hours. Sick leave is not to be used for family illness.

- b. Sick leave with pay shall accumulate at the rate of three-fourths (3/4) day per pay period and can accumulate up to a maximum of one hundred twenty (120) days.
- c. Employees shall forfeit all accumulated sick leave upon separation from employment for any reason, including voluntary resignation.
- d. Any employee who requests sick leave shall contact the department head or designee within thirty (30) minutes of the beginning of the employee's scheduled shift.
- e. A medical verification of illness or injury may be required by the Employer for the substantiation of the need for sick leave.
- f. Employees who have accumulated the maximum sick days will be reimbursed for all sick leave days accumulated over the maximum each anniversary year at ten percent (10%) of the employee's straight time hourly rate for each hour over the maximum or an equivalent amount as vacation. Monetary reimbursement will be done on November 15 of each year provided there are no budgetary constraints as determined by the Board of Supervisors. Vacations must be scheduled with the Department Head.
- g. Unused sick leave will be paid at retirement or death at current minimum wage per hour. The word "retirement" for this section shall mean the voluntary termination of employment after the minimum time and age requirements fixed for receiving retirement benefits by the employee under the IPERS retirement program. This definition of "retirement" shall apply to all employees from the date of this Agreement until such time, if ever as said word is redefined by amendment of the Personnel Policies.

Personal Days. Each regular full-time employee will be allowed three (3) personal days per year. Personal leave may be used for vacation, sick leave, family illness or funeral leave. Requests for use of personal leave should be given at least five (5) days in advance.

Jury Duty. An employee required to serve as a juror shall receive his/her regular wages. In order to receive payment for such duty, the employee must submit certification of service and assign all fees to the Employer, excluding travel and meal expenses. When released from duty during working hours, the employees will report to work within two (2) hours.

Funeral Leave. All regular full-time employees who have completed their probationary period shall be allowed paid time off at regular rate of pay up to but not to exceed five (5) consecutive workdays as normally scheduled for the employee in case of the death of the employee's or spouse's parent, spouse, child, (or corresponding step relative) for attendance at the funeral

and for any other purpose directly arising out of said death. One (1) day shall be granted for

attendance at the funeral of an employee's brother, sister, grandparents, grandchild (or corresponding step relative). Additional days, paid or unpaid, may be granted at the discretion of the Department Head.

Military Leave. Employees shall be granted military leave in accordance with Section 29A.289 of the Code of Iowa.

Injury Leave. All County employees are covered by Workers Compensation insurance. An employee receiving Workers Compensation benefits for a job-related injury or illness may receive sick pay on a pro rata basis in a limited amount sufficient to offset any difference between Workers Compensation benefits and the employee's regular rate of pay, but only to the extent that sick leave accruals are then available. The employee may elect to receive Workers Compensation benefits without supplemental sick leave use.

In order to receive their supplemental benefits, a written statement from a practicing physician, dentist, chiropractor, or osteopath licensed under the laws of the state of Iowa describing in detail the nature and extent of the injury will be required by the employee's supervisor. Any and all accidents must be reported to the supervisor who shall complete a report to be filed with the bookkeeping department in the Auditor's office. Any accident requiring professional medical attention shall be reported as soon as practical, but no later than twenty-four (24) hours to insure proper Workers Compensation coverage.

Union Leave. Upon a written request of the Union, one (1) employee may be granted a leave of absence without pay for up to one (1) year. Employees returning from an authorized Union leave of absence shall have the right to return to their former position. All requests must be received thirty (30) days prior to the effective date.

A leave of absence for Union business for less than ten (10) workdays may be granted at the discretion of the Engineer. No more than two (2) employees may be gone at any one time on Union business.

Time off may be charged to vacation, compensatory time off, or leave of absence without pay. The Union shall give the Employer at least ten (10) days advance notice.

An employee hired to fill a temporary vacancy will not be covered by this Agreement.

Leaves Without Pay. A leave without pay for up to twelve (12) months may be granted by the department head for illness or other legitimate reasons as determined by the Employer, or in accordance with Chapter 601A6 of the Iowa Code, provided the granting of such leave does not interfere with the efficient administration of the department. Request shall be made in writing to the department head with a copy to the payroll clerk in the County Auditor's department, at least thirty (30) days in advance when possible.

While on unpaid leave, an employee's seniority is frozen; no benefits will be provided, and the employee will not accrue vacation leave.

While on unpaid leave, employees may continue their Health Insurance at their own expense,

if allowed by the carrier, and in accordance with the applicable laws. Premiums must be paid directly to the County Auditor's office. Arrangements for time of payment must be made with the Auditor prior to the employee taking the leave.

Family and Medical Leave Act. The parties to this Agreement agree to follow the requirements of the Family and Medical Leave Act.

Volunteer Fireman. A Volunteer Fireman will be paid his/her normal wage when he/she is called out as a fireman during normal working hours.

Ambulance and Rescue Personnel. Ambulance and Rescue Personnel will be paid his/her normal wage when called out during normal working hours.

These employees shall either refuse or endorse back to the County any checks that they have received as pay for this duty.

ARTICLE 16 BULLETIN BOARDS

The Employer shall provide a bulletin board at each work site for the purpose of posting general Union information to employees in the unit and for posting of job notices.

ARTICLE 17 VISITATION

A Union Representative, who has been previously identified by the Union to the County Engineer, will be permitted to visit the jobs or shops to ascertain that the Agreement is being complied with. Said Union representative is not to interfere with the Employer's operations. The Union representative is to notify the County Engineer prior to his/her visitation.

ARTICLE 18 DUES CHECKOFF AND INDEMNIFICATION

Upon receipt of a lawfully executed written authorization from an employee, which may be revoked on thirty (30) days written notice to the Employer and to the Union, the Employer agrees to deduct the regular monthly dues of such employee from his/her pay and remit such deduction to the official designated by the Union. The Union will notify the Employer in writing of the exact amount of such regular membership dues to be deducted.

The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

ARTICLE 19 DISCIPLINE AND DISCHARGE

The Employer shall not discipline or discharge a regular full-time employee without cause. The Employer may, from time to time, develop, put into effect, and enforce work rules through employee discipline. Said work rules will be sent to the Union five (5) days prior to their effective date.

ARTICLE 20 HEALTH AND SAFETY

The parties agree that maintaining a safe and healthful environment is a common goal. The Employer agrees to maintain all facilities, vehicles, and equipment in accordance with applicable local, state and federal laws.

The employees agree to observe all County safety rules and regulations and will notify the Engineer and/or his designee of any unsafe conditions.

The Union will be allowed one (1) employee to serve on the County Safety Committee.

When the County Engineer is concerned about an employee's general health, as it relates to their apparent ability to perform their usual job functions, the Engineer may request a complete physical by a medical doctor selected by the County. The cost of the physical shall be borne by the County and not by the employee. The results shall be available to the Engineer and will be kept confidential.

If an employee is medically determined to be unable to continue in their present employment capacity, and duties within their medically determined capacity cannot be found, the employee may be subject to termination of employment after exhaustion of sick leave.

The Employer shall reimburse the employee up to twenty five dollars (\$25) per year toward the purchase of a pair of approved (by the Engineer) safety shoes/boots for those employees required to wear them.

ARTICLE 21 JOB DESCRIPTION AND ASSIGNMENTS

The Employer will prepare and maintain job descriptions for those job classifications covered by this Agreement.

It is fully understood by the parties that every duty connected with the County operations and as enumerated in job descriptions is not always specifically described, and employees, at the discretion of the Employer, may be required to perform duties not within their job description. An employee, if put in a higher wage classification for two (2) continuous weeks or more, shall

receive the higher rate of pay for that classification for the period of time assigned for the day or time spent in that classification beyond the two (2) weeks, if qualified. This paragraph shall not apply in training situations.

ARTICLE 22 INSURANCE

Health Insurance. The County will pay the single premium for each eligible regular full-time employee toward a single Health and Major Medical Group program chosen by the County Board of Supervisors. A copy of the Group Plan will be provided to each employee. For the 2004-2005 fiscal years, the Employer and employee will split the cost for the dependent and two (2) member coverage on a 85/15 basis. For the 2005-2006 fiscal years, the Employer and employee will split the cost for single coverage on a 90/10 basis and the dependent and two (2) member coverage on a 85/15 basis. For the 2006-2007 fiscal year, the Employer and employee will split the cost for single, dependent and two (2) member coverage on a 85/15 basis.

The insurance program referred to in these policies will be subject to all terms and conditions of the contract with the insurance carrier.

Full-time employees will not have their premium paid until the completion of two (2) calendar months with the Employer.

The Union and the Employer recognize the past difficulties with insurance coverage and the increasing costs to both parties. Therefore, they agree to form a committee comprising of three (3) bargaining unit employees and three (3) representatives appointed by the County Board of Supervisors. This committee will study costs and alternatives to continuing the current county practice of being self insured. The committee will prepare a report for the board of supervisors and submit it no later than July 1, 2007.

Dental Insurance. The County will pay the premium for each eligible regular full-time employee toward a single Dental group program chosen by the County Board of Supervisors. A copy of the Group Plan will be provided to each employee.

ARTICLE 23 SCHOOLING / TRAINING

An employee who is sent to training will be paid for the actual hours spent training, and for commuting to training or school outside of Cedar County, up to the employee's normal hours (e.g., eight (8) or ten (10) hours). Commuting time beyond the employee's normal day, except for overnight commuting, shall be paid as compensatory time on an hour for hour basis which will be used within that pay period at the employer's discretion. An employee traveling for schooling requiring overnight stays, that is, time spent commuting both the day or night before training and on the following day returning home, will not be compensated for those hours spent commuting outside of the employee's normal hours. The employee will also be reimbursed for

any expenses related to the schooling including meals, tuition, mileage and instructional materials. If training is less than the full day, then the employee will be expected to work the balance of the day.

ARTICLE 24 DURATION OF AGREEMENT

THIS AGREEMENT shall be effective from July 1, 2004 and shall continue to remain in full force and effect until its expiration on June 30, 2007.

During the life of this Agreement, neither the Employer nor the Union will be required to negotiate on any further matters affecting this Agreement, or any other subjects not specifically set forth in this Agreement. Should either party desire to modify, amend or terminate this Agreement, written notice must be served by December 15, 2006. This Agreement will remain in effect from year to year after the expiration date, if written notice is not otherwise received.

Signed this 22 day of March, 2004.

EMPLOYER
SECONDARY ROAD DEPARTMENT,
CEDAR COUNTY, IOWA

By Robert D. Fangman
County Engineer

By J. E. Bee
Chairman, County
Board of Supervisor

UNION
UE LOCAL 893
IOWA UNITED PROFESSIONALS

By Sylvia Keelley
Field Organizer

By Jerome J. Wall
Employee Representative

By D. C. Dwyer
Employee Representative

By Michael G. Grier
Employee Representative

Acknowledged by:

Renee Von Boken
Employer Representative

EXHIBIT A

JOB CLASSIFICATION AND STRAIGHT TIME HOURLY WAGE RATES

| | <u>7-1-03</u> | <u>7-1-04</u> | <u>7-1-05</u> | <u>7-1-06</u> |
|------------------------------|---------------|---------------|---------------|---------------|
| Maintenance/Engineering Aide | \$15.35 | \$15.70 | \$16.05 | \$16.50 |
| Maintenance Worker I | \$15.35 | \$15.70 | \$16.05 | \$16.50 |
| Maintenance Worker II | \$15.60 | \$15.95 | \$16.30 | \$16.75 |
| Mechanic Aide | \$12.05 | \$12.40 | \$12.75 | \$13.20 |
| Crew Leader | \$15.95 | \$16.30 | \$16.65 | \$17.10 |
| Mechanic I | \$15.45 | \$15.80 | \$16.15 | \$16.60 |
| Mechanic II | \$15.85 | \$16.20 | \$16.55 | \$17.00 |
| Engineering Tech I | \$17.65 | \$18.00 | \$18.35 | \$18.80 |
| Engineering Tech II | \$18.60 | \$18.95 | \$19.30 | \$19.75 |
| Engineering Aide | \$12.80 | \$13.15 | \$13.50 | \$13.95 |

Employees will be hired at 80% of the wage rate in their classification. After the completion of six months of satisfactory service, the employee will receive 85% of the wage rate. After the completion of twelve months of satisfactory service, the employee will receive 90% of the wage rate. After the completion of eighteen months of satisfactory service, the employee will receive 95% of the wage rate. After the completion of twenty-four months of satisfactory service, the employee will receive 100% of the wage rate.

The Engineer, at his/her discretion, may hire above the scale based on experience and abilities.